

Contract # 1747

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CONTRACT
HAINESPORT EDUCATION ASSOCIATION
And
HAINESPORT BOARD OF EDUCATION
1992-93
1993-94

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PREAMBLE

This Agreement entered into September 1, 1992, by and between the Board of Education of Hainesport Township, hereinafter called the "Board," and the Hainesport Educational Association, hereinafter called the "Association,"

Witnesseth:

Whereas, the parties having reached certain understandings, desire to confirm this agreement as follows:

Article I - Recognition

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel included in the bargaining unit. Such personnel shall include all certified teaching personnel.

Article II - Negotiation of Successor Agreement

Negotiations shall begin no later than December 1 of the school year in which this Agreement expires. Any Agreement so negotiated shall apply to all certified teachers, be reduced to writing, be signed by representatives of the Board and the HEA, and be submitted to their respective membership for adoption, or rejection.

Incident to negotiations, the Board will make available all relevant data and records ordinarily available to the public, excluding all confidential information.

Article III - Grievance Procedure

Definition - The term "grievance" means a complaint by any employee that, as to him, there has been an improper or unjust application, interpretation or violation of this contract. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within thirty (30) calendar days from the time the teacher or group of teachers knew of its occurrence.

Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the last working day of the year of the aggrieved party, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the person filing the grievance, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of school or as soon thereafter as is practicable. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

LEVEL 1 - Any teacher who has a grievance shall discuss it first with the superintendent in an attempt to resolve the matter informally at that level.

LEVEL 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the superintendent with a copy to the Association specifying:

- a. the nature of the grievance
- b. the nature and the extent of the injury, loss or inconvenience
- c. the results of the previous discussions
- d. his dissatisfaction with decisions previously rendered
- e. remedy sought

The superintendent shall communicate his decision with reasons to the teacher and the Association in writing within six (6) school days of receipt of the written grievance.

LEVEL 3 - If the grievance is not resolved to the teacher's satisfaction, he, not later than six (6) school days after receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the teacher and render a decision with reasons in writing to the teacher and the Association within thirty (30) calendar days of receipt of the grievance by the Board. If the grievance relates to a matter specifically part of this Agreement, the Board, at its option, may hold a hearing with the teacher. The Board shall render a decision with reasons in writing to the teacher and the Association within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall notify the teacher and the Association in writing of its decision not to hold a hearing no later than ten (10) school days after receipt of the grievance by the Board.

LEVEL 4 - If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by an arbitrator for a grievance over the interpretation, application, or violation of the Agreement, the Association shall so notify the Board through the superintendent within ten (10) school days of receipt of the Board's decision. The following procedure will be used to secure the services of an arbitrator:

1. A joint request will be made to the American Arbitration Association (A.A.A.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A.A.A to submit a second roster of names.

3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the A.A.A. may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of the American Arbitration Association, in the selection of an arbitrator. The arbitrator so selected shall confer with the representative of the Board and the Association, shall hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then he shall issue his decision not later than twenty (20) days from the date on which the final statements and briefs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties; however the failure or refusal of the Board to renew a contract of a non-tenure teacher shall not be subject to binding arbitration, but only advisory arbitration with the final decision of renewing the contract of a non-tenure teacher, subject to the vote of the Board. Only the aggrieved, the Board, and the Association shall be given copies of the arbitrator's decision.

The parties shall be responsible for all costs incurred by each and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

Rights of Teachers to Representation - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance. Miscellaneous - All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article, subject to provisions of the law.

Grievants must continue under the directions of the administration until the grievance has been concluded.

Article IV - Teacher Rights

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that teachers shall have the right freely to organize, and join and support the Association for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under New Jersey School Laws. Rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Whenever any teacher is required to appear before the Board or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his position, or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

Article V - Association Rights and Privileges

The Association shall be permitted to use school buildings at reasonable hours for meetings outside of school hours. The Association may be permitted to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The rights and privileges of the Association shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations. Expenses such as paper, postage, phone calls, etc. shall be the expense of the Association.

Article VI - Teacher Work Year

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) student days. Emergency closings will be taken out of the 185, providing the state minimum of 180 days is satisfied. The school calendar shall be established taking into consideration recommendations from the Association.

Article VII - Teaching Hours and Teaching Load

A. Teacher Day

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in and sign-out roster. The arrival and departure times for all teachers shall be designated below, however, their total in-school workday shall consist of not more than seven (7) hours and thirty (30) minutes.

The student lunch period shall be 50 minutes per day. Four teachers per day will be required to cover the lunch/recess period for 25 minutes. The Board of Education will hire aides to assist during the lunch/recess period. Teachers excluded from duty rotation will be the nurse, part time teachers, and Kindergarten teachers.

All professional staff members must be available for duty a period of time equal to:

- a. One-half of the teaching day in order to receive credit for one-half day of teaching
- b. A complete day of teaching in order to receive credit for one day of teaching

If exceptions to the above are justifiable, these exceptions must be presented in writing to the superintendent.

A teaching day shall be that portion of the day which begins, when a teacher is required to be in the building (8:15 AM) and ends when the teacher is permitted to leave the building at the conclusion of the day's activities (3:15 PM). Teachers may leave the building without requesting permission during their duty-free lunch periods. The only exception will be the school nurse who must be accessible during the student lunch/recess periods.

B. Teaching Load

The teaching load of each teacher shall include five (5) planning periods per week.

Assignment to a supervised study period shall not be considered a planning period.

No teacher or teachers shall be required to remain longer than thirty (30) minutes after the end of the pupils' school day. Teachers shall be punctual in reporting to school, at meetings, parent-teacher conferences, and any other assignments. Every teacher shall plan and teach course content in the manner he considers most practical and useful.

Teachers shall be required to submit daily or weekly lesson plans according to procedures agreed upon between the administration and the individual teacher. The practice of using a regular teacher as a substitute is undesirable and shall be discouraged.

C. Meetings

Teachers may be required to report early or remain after their regular workday without additional compensation, for the purpose of attending faculty or other professional meetings on an average of two (2) days per month, with no more than three (3) meetings in any one month. Such meetings shall require no more than a forty five (45) minute extension to the teacher's normal workday. Except in cases of an emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

D. Extra-Curricular Activities

Teacher participation in extra-curricular activities listed in Schedule B which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay in Schedule B.

E. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. All field trips must be approved by the Board. For participation in field trips which extend beyond the teacher's in-school workday, and over-night or weekend trips, teachers shall be compensated for all meals not normally purchased during a regular school day.

Article VIII - Non-Teaching Duties

Teachers shall not be required to perform custodial functions.

Article IX - Salaries

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made part hereof.

B. Procedure for Withholding Employment or Adjustment Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. That the procedures be adhered to as outlined in Article XIV "Teacher Evaluation."

2. The superintendent shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless at least sixty (60) calendar days prior thereto, and in no case later than April 15 of the preceding school year in which such action would take effect, the superintendent has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at Level Three (3) of Article III. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in Article III of this Agreement.
4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration as set forth in Article III of the Agreement. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.
5. Any employment increment or adjustment increment or part thereof withheld under this provision shall be restored the following year unless the procedure set forth in the provision is followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole or in part.

C. Method of Payment

Teachers shall receive their pay checks semi-monthly during the school year. When a payday falls on or during a school holiday or vacation, teachers shall receive their pay checks on the last previous working day. When payday falls on a Monday, teachers will receive their checks on Friday. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. Once chosen the rate must remain fixed for the school year. These funds shall be deposited in the ABCO (Atlantic Burlington Co.) Public Employee Federal Credit Union in individual accounts to the credit of those teachers who elect this procedure. Teachers shall receive their final checks on the last working day in June after the requirements for the closing of school have been completed.

Article X - Teacher Assignment

Notification

All Teachers shall be given written notice of their salary schedules, class and/subject assignments, and room assignments for the forthcoming year prior to the last day of school, if possible. Should a change in assignment be necessary after the last day of school, the teacher will be notified of the proposed change as soon as possible. The official transfer will occur pending board approval.

Article XI - Voluntary Transfers and Reassignments

Notification of Vacancies

All vacancies will be posted as soon as possible. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference.

Article XII - Teacher Evaluation

A. Evaluation Committee

A teachers' committee shall develop specific criteria and recommend additional procedures for the evaluation of teachers. The recommendations shall be acted upon by the superintendent and/or the Board and their decision shall be made known to the Association. If the recommendations are not acceptable, the reasons shall be given.

B. General Criteria

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Tenure teachers shall be observed at least once during the school year, and non-tenure teachers at least three times during the school year. Teachers shall be evaluated only by persons certified by the New Jersey Board of Examiners to supervise instruction.

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the teacher's file or otherwise acted upon without prior knowledge of the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

C. Personnel Records

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein.

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

Article XIII - Teacher Facilities

- A. The Board shall continue its efforts to keep the school reasonably and properly equipped and maintained.
- B. All teacher shall have book, paper, pencils, chalk, erasers, and any other instructional materials and supplies with the approval of an administrator as may be required for the daily teaching responsibility.
- C. An appropriately furnished and air-conditioned room shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
- D. A pay telephone will be provided in the school.

Article XIV - Teacher- Administration- Liaison

Building Level Faculty Council

Organization

The Association shall select a Faculty Council for the school which shall meet as necessary with the Superintendent but exclusive of class hours. Said Council shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than three (3) members. All areas are suitable for discussion, but are non-binding.

Article XV - Sick Leave

- A. All teachers employed from September 1 to June 30 annually shall receive ten (10) sick days. Sick days will be pro-rated for teachers employed for less than ten (10) months and part time personnel. Unused sick days shall be accumulated from year to year with no maximum limit.
- B. Payment for Unused Sick Leave
 - 1. Upon retirement from the district, as verified by the Teachers Pension and Annuity Fund, a teacher shall be eligible for payment for unused sick leave accumulated while employed in the district. Deferred retirement (vesting) will not be eligible for this benefit.

2. To be eligible for payment in the year of retirement, a teacher must notify the Board of Education in writing of his intention to retire on or before January 1 of the school year in which retirement is to occur, otherwise the retiree will not receive priority on that year's eligible fund.
3. In the 1992-93 school year teachers shall be paid \$17.50 for each accumulated unused sick day. In the 1993-94 school year teachers shall be paid \$20.00 for each accumulated unused sick day.
4. The Board shall be required to allocate in each fiscal year the sum of \$3,750 for payment for unused sick leave. In the event the yearly allocation is not needed in any given year, the Board will be required to pay only the amount actually due and payable.
5. Payments to retirees shall be made on June 30.
6. Priority of payment to eligible employees:
 - a. Should the number of retirements in any given year result in exceeding the allocated amount (\$3,750), then teacher seniority within the district will determine priority for payment in the year of retirement. Unanticipated medical retirees shall have first priority.
 - b. Should the allocated amount (\$3,750) be depleted in any given year, those eligible employees who have not been paid shall be given priority status in all subsequent years until fully paid.

7. Death Benefits

Following notification to the Board of the teacher's intention to retire and prior to receipt of payment due under the provisions hereof in accordance with the criteria of this Article, in the event of the death of the teacher, any payment to be made on June 30 of any given year shall be made to the estate of the deceased teacher.

Article XVI - Temporary Leaves of Absence

A. Personal Leave

All teachers shall be allowed up to three days, without loss of pay, for personal business during the school year, upon approval of the superintendent. These requests shall not be unreasonably denied. Unused personal days will be converted to accumulative sick leave at the conclusion of each school year. All personal leaves are subject to the following conditions:

1. Personal leave shall be limited to and identified as:
 - a. Family
 - b. Medical
 - c. Legal
 - d. Personal business (including religious celebrations) which necessitate the teacher's absence on a school day
2. Except for emergencies, requests for personal leave shall be filed with the superintendent at least three school days in advance of the contemplated absence.
3. Personal days will not be granted preceding or following a scheduled school recess or three dayweekend.
4. The superintendent shall review each application and approve or disapprove the request. These requests shall not be unreasonably denied.
5. In an emergency, the superintendent, upon being informed by the teacher of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in 2 or 3 above imposes an undue hardship.

B. Up to five days leave of absence with pay will be granted in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, stepchildren, grandparents, grandchild, and any member of the immediate household.

C. One (1) day's leave of absence with pay will be granted upon request to attend the funeral of a relative or a close friend.

- D. Three (3) days' leave, per year, with pay will be granted upon request to care for a member of the immediate family who is ill.
- E. Leave may be granted to visit other schools or attend meetings or conferences of an educational nature.
- F. Up to a maximum of three (3) days per year leave will be granted at the end of the school year and/or at the beginning of the school year as may be required to attend summer school classes.
- G. Other leaves of absence with pay may be granted by the board for good reason.
- H. A personal day may be permitted the day preceding or proceeding a holiday, or the N.J.E.A. convention, for good reason.

All temporary leaves of absence will be pro-rated for employees contracted for less than an entire school year.

Article XVII - Extended Leaves of Absence

A. Disability Leaves

1. Anticipated

- a. A teacher who anticipates a disability shall notify the superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.
- b. In the case of pregnancy the teacher will inform the superintendent at least 90 days prior to the anticipated delivery date whether she will request:
 - 1) Utilization of sick leave prior to delivery (up to 4 weeks), and after delivery (up to 4 weeks),
and/or
 - 2) An unpaid leave of absence (tenure teachers only) indicating a reentry date as indicated in (c) below.

- c. In order to preserve educational continuity, leaves of absence will terminate August 31, or the last school day of the second marking period.

A teacher on a child care leave of absence must return no later than September 1 following the 1st birthday of the child. If a teacher wishes to return at an earlier date, the re-entry date must be September 1 or the first day of the 3rd marking period.

2. Unanticipated

A teacher who is absent from work for more than 30 calendar days due to an unanticipated disability will establish a mutually agreeable reentry date with the superintendent.

- B. Leaves of absence for the purpose of adoption, and child care, will be granted to tenure teachers. The teacher will notify the superintendent in writing as soon as possible of the placement date, and submit a request for a leave of absence indicating the date of reentry.
- C. A leave of absence without pay of up to one year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- D. Other leaves of absence without pay may be granted by the Board for good reason.

Article XVIII - Professional Development and Improvement

When recommended by the superintendent and approved by the Board, payment will be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.

Effective September 1, 1992, teaching staff members will receive tuition reimbursement for courses taken at an accredited college/university based upon the following criteria:

- a. Reimbursement will be equal to 50% of the Rutgers University tuition rate.
- b. A grade of "B" must be achieved.
- c. A maximum of 9 credits during the period of September 1 to August 31 annually will be eligible for reimbursement.

Article XIX - Supervision of Student Teachers

A. Voluntary Participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

B. Assuming Responsibilities

The cooperating teacher, the student teacher, the college supervisor and a administrator shall assess the student teacher's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degree those responsibilities shall be assumed.

Articles XX - Protection of Teachers, Students and Property

As specified in 18A:6-1 a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons and property.

Whenever any administrative charge is brought against a teacher for any act or omission arising out of and in the course of the performance of the duties of that teacher, and such charges are dismissed or result in a final disposition in favor of the teacher, the Board shall reimburse the teacher for all the costs of defending against such charges.

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

Article XXI - Maintenance of Classroom Control and Discipline

It will be the duty of each teacher to maintain discipline in his or her room.

Should a situation arise that the teacher cannot cope with and which is leading to the continuous disruption of the class, the offender(s) may be sent to the principal. It shall be the duty of the principal to remedy the situation.

If a teacher feels a conference with a parent is necessary to discuss the manner, conduct, attitude, etc, of a pupil, the teacher should contact the parent and make the appointment only after he/she has informed the principal of intent and acquainted him with the facts. If requested, the principal shall sit in on the conference between teacher and parent.

Continuous disregard for rules and regulations may result in the pupil's suspension from school by the principal and eventual expulsion by the Board of Education of the school.

The principal of the school is authorized by the Board of Education to adopt any action necessary against a student or students who, by action, hinder the education program of the classroom and thereby that of the school.

Such action shall not be contrary to the New Jersey School Law as prescribed in Title 18:A.

Whenever a student is suspended or excluded from school his/her parents or guardians will be notified in writing. A copy of this communication will be retained in a folder headed, "Student Suspended or Excluded from School."

Students in grades 6, 7, and 8 will be expected to follow the rules and regulations in their "Student Handbook."

Article XXII - Personal and Academic Freedom

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of any teacher, providing said activities do not violate any local, state or federal laws.

Article XXIII - Insurance Protection

A. Full Health - Care Coverage

The Board of Education shall provide NJ State Health Benefits Programs or substantially equivalent plan in full amount for employees and the family.

B. Provisions of Coverage

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments
- d. Maternity costs
- e. Surgical costs
- f. Major-medical coverage

C. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

If the NJ State Health Benefit Program is selected as the carrier, members of the unit will be eligible for The Traditional Plan, The Preferred Provider, (PPO), The Health Maintenance Organization and HMO's. However, premiums beyond the premiums established by the NJ State Health Benefits Program will be borne by the employee.

D. Description to Teachers

The board shall provide to each teacher a current description of the health-care insurance coverage provided under this article, as soon as it is available, which includes a description of conditions and limits of coverage. Changes and additions to the coverage as described above can be made only when allowable by the carriers.

E. Prescription

The board shall provide for the individual and full family a prescription drug plan as detailed in the Master Plan and Policies of the current Prescription Plan or substantially equivalent coverage.

F. Dental

Effective November 1, 1992, the Board shall provide a maximum of \$300.00 per teacher toward an employee-only dental program agreed upon by the Association and the Board, or substantially equivalent.

G. Dental and Prescription Waiver Plan

1. Each year the board shall provide appropriate insurance coverage waiver forms to all eligible employees. The form will contain a final return date.
2. Employees who cannot prove coverage under another plan shall not be permitted to waive coverage.
3. Employees who are eligible and elect to waive dental and/or prescription coverage shall be entitled to receive:
 - Dental - 50% of single premium
 - Prescription - 50% of eligible premium
4. Payment of monies shall be made in two installments - the payrolls of December 30 and June 30.
5. Employees must waive insurance for a full year to be eligible for said payment. In the first year the waiver period shall be November 1, 1992 to first period of open enrollment. Thereafter the waiver period shall be at time of open enrollment.
6. Employees who have initially waived coverage and then need to re-enroll in the districts' plan will be covered by the district at the beginning of the next available enrollment period. Exception: Dental.
7. It will be the employer's obligation to notify eligible employees of open enrollment periods.
8. Should separation of employment due to death occur, the eligible employee's estate shall receive pro-rate payment.

Article XXIV - Deduction from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Hainesport Educational Association, the Burlington County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. The date for termination of dues deduction is the last day of the final month of employment. Such deductions shall be made in compliance with Chapter 233 NJ Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to NJEA
2. The N.J.E.A. or its representative shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from teachers' salaries money for local, state, and/or national association services as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations.

- C. The Board agrees to payroll deducted tax sheltered payment to either Lincoln Investments, or Washington National.

D. Representation Fee

The Board agrees to collect and forward to the Association a representation fee of 85% of annual dues from non-members.

Articles XXV - Miscellaneous Provision

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. The Articles contained in this Agreement represent all the items which were or could have been the subject of negotiations between the parties for the duration of the Agreement. Neither party herein shall have been deemed to waive any rights contained in Chapter 303, P.L. of 1968 as amended by chapter 123, P.L. of 1974.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- F. The Hainesport Educational Association and the Board shall share equally all costs of materials involved in preparing a sufficient amount of mimeographed contracts necessary to distribute to all necessary parties.

SCHEDULE A - SALARY GUIDE

1. Additional \$200 will be added to the base salary for 14, 19 and 24 years in education.
2. The superintendent will have final discretion as to the courses which will be acceptable for lateral movement on the guide.
3. A maximum of four years military service will be recognized.
4. Lateral movement on the guide will be permitted on two dates during the school year: August 1, and January 15.
5. Lateral movement on the guide will continue for each six credits earned beyond either the Bachelor or Advanced Degree.
6. Movement to the maximum step is calculated by the split half method.

Article XXVI - Duration of Contract

This agreement shall be effective September 1, 1992, and shall continue in effect until August 31, 1994. Negotiations of a successor agreement shall be carried out under the provisions of Chapter 123, Public Laws 1974.

Hainesport Educational Association

Schedule A: 1992 - 1993

Step	BA	B+6	B+12	B+18	B+24	B+30	MA	M+6	M+12	M+18	M+24	M+30
1	28100	28325	28550	28775	29000	29225	30100	30325	30600	30825	31050	31275
2	28400	28625	28850	29075	29300	29525	30400	30625	30900	31125	31350	31575
3	29025	29250	29475	29700	29925	30150	31025	31250	31525	31750	31975	32200
4	29675	29900	30125	30350	30575	30800	31675	31900	32175	32400	32625	32850
5	30350	30575	30800	31025	31250	31475	32350	32575	32850	33075	33300	33525
6	31050	31275	31500	31725	31950	32175	33050	33275	33550	33775	34000	34225
7	31775	32000	32225	32450	32675	32900	33775	34000	34275	34500	34725	34950
8	32525	32750	32975	33200	33425	33650	34525	34750	35025	35250	35475	35700
9	33325	33550	33775	34000	34225	34450	35325	35550	35825	36050	36275	36500
10	34150	34375	34600	34825	35050	35275	36150	36375	36650	36875	37100	37325
11	35900	36125	36350	36575	36800	37025	37900	38125	38400	38625	38850	39075
12	38000	38225	38450	38675	38900	39125	40000	40225	40500	40725	40950	41175
13	44585	44810	45035	45260	45485	45710	46585	46810	47085	47310	47535	47760

Schedule A: 1993 - 1994

Step	BA	B+6	B+12	B+18	B+24	B+30	MA	M+6	M+12	M+18	M+24	M+30
1	29500	29725	29950	30175	30400	30625	31500	31725	32000	32225	32450	32675
2	29800	30025	30250	30475	30700	30925	31800	32025	32300	32525	32750	32975
3	30100	30325	30550	30775	31000	31225	32100	32325	32600	32825	33050	33275
4	30825	31050	31275	31500	31725	31950	32825	33050	33325	33550	33775	34000
5	31500	31725	31950	32175	32400	32625	33500	33725	34000	34225	34450	34675
6	32225	32450	32675	32900	33125	33350	34225	34450	34725	34950	35175	35400
7	32970	33195	33420	33645	33870	34095	34970	35195	35470	35695	35920	36145
8	33725	33950	34175	34400	34625	34850	35725	35950	36225	36450	36675	36900
9	34495	34720	34945	35170	35395	35620	36495	36720	36995	37220	37445	37670
10	35300	35525	35750	35975	36200	36425	37300	37525	37800	38025	38250	38475
11	36125	36350	36575	36800	37025	37250	38125	38350	38625	38850	39075	39300
12	39660	39885	40110	40335	40560	40785	41660	41885	42160	42385	42610	42835
13	47015	47240	47465	47690	47915	48140	49015	49240	49515	49740	49965	50190

➤ Lateral movement on the guide will continue for each six credits earned beyond either the Bachelor or Advanced Degree. An additional \$225 will be paid for each lateral movement.

➤ Movement to the maximum step is calculated by the split-half method.

The salary guide for 1993-94 year reflects the .5 increase for 7 additional minutes pupil contact time within the 8:15 to 3:15 teacher work day.

SCHEDULE B

	1992-1993	1993-1994
AUDIO VISUAL	\$945	\$1,005
STUDENT COUNCIL	\$1,451	\$1,542
LITERARY PUB.	\$473	\$502
TEMPO	\$16	\$17
SAFETY PATROL	\$473	\$502
INTRAMURAL DIRECTOR	\$2,395	\$2,546
ASST. INTRO. DIR.	\$16	\$17
GIRLS SOFTBALL	\$473	\$502
HOMEBOUND INST.	\$16	\$17
CURRICULUM WRITING	\$16	\$17

ARTICLE XXVII

In witness whereof the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon, all on the day and year first written above.

ATTEST

HAINESPORT TOWNSHIP BOARD OF EDUCATION

By

President

Secretary

Date

1-07-93

HAINESPORT TOWNSHIP EDUCATION ASSOCIATION

ATTEST:

By

President

Secretary

Date

1-12-93